

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

TELEDYNE RISI, INC. d/b/a  
TELEDYNE ELECTRONIC  
SAFETY  
PRODUCTS,

Plaintiff,  
vs.

MARTIN-BAKER AIRCRAFT  
COMPANY LTD.,

Defendant.

Case No. 2:15-CV-07936-SJO-GJS

STIPULATED PROTECTIVE ORDER

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends

1 only to the limited information or items that are entitled to confidential treatment  
2 under the applicable legal principles.

3 B. GOOD CAUSE STATEMENT

4 This action is likely to involve trade secrets, competition-sensitive materials,  
5 confidential and valuable research, development, commercial, financial, technical  
6 and/or proprietary information as well as export restricted information protected by  
7 relevant federal law (“materials”) for which special protection from public  
8 disclosure and from use for any purpose other than prosecution of this action is  
9 warranted. Such confidential and proprietary materials and information consist of,  
10 among other things, confidential business or financial information, information  
11 regarding confidential business practices, or other confidential research,  
12 development, or commercial information (including information implicating privacy  
13 rights of third parties), information otherwise generally unavailable to the public, or  
14 which may be privileged or otherwise protected from disclosure under state or  
15 federal statutes, court rules, case decisions, or common law. Accordingly, to  
16 expedite the flow of information, to facilitate the prompt resolution of disputes over  
17 confidentiality of discovery materials, to adequately protect information the parties  
18 are entitled to keep confidential, to ensure that the parties are permitted reasonable  
19 necessary uses of such material in preparation for and in the conduct of trial, to  
20 address their handling at the end of the litigation, and serve the ends of justice, a  
21 protective order for such information is justified in this matter. It is the intent of the  
22 parties that information will not be designated as confidential for tactical reasons  
23 and that nothing be so designated without a good faith belief that it has been  
24 maintained in a confidential, non-public manner, and there is good cause why it  
25 should not be part of the public record of this case.

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1            C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

2            The parties further acknowledge, as set forth in Section 12.3, below, that this  
3            Stipulated Protective Order does not entitle them to file confidential information  
4            under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
5            and the standards that will be applied when a party seeks permission from the court  
6            to file material under seal.

7            There is a strong presumption that the public has a right of access to judicial  
8            proceedings and records in civil cases. In connection with non-dispositive motions,  
9            good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
10           *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
11           *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics,*  
12           *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders  
13           require good cause showing), and a specific showing of good cause or compelling  
14           reasons with proper evidentiary support and legal justification, must be made with  
15           respect to Protected Material that a party seeks to file under seal. The parties' mere  
16           designation of Disclosure or Discovery Material as PROTECTED MATERIAL does  
17           not—without the submission of competent evidence by declaration, establishing that  
18           the material sought to be filed under seal qualifies as confidential, privileged, or  
19           otherwise protectable—constitute good cause.

20           Further, if a party requests sealing related to a dispositive motion or trial, then  
21           compelling reasons, not only good cause, for the sealing must be shown, and the  
22           relief sought shall be narrowly tailored to serve the specific interest to be protected.  
23           *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For  
24           each item or type of information, document, or thing sought to be filed or introduced  
25           under seal in connection with a dispositive motion or trial, the party seeking  
26           protection must articulate compelling reasons, supported by specific facts and legal  
27           justification, for the requested sealing order. Again, competent evidence supporting  
28           the application to file documents under seal must be provided by declaration.

1 Any document that is not confidential, privileged, or otherwise protectable in  
2 its entirety will not be filed under seal if the confidential portions can be redacted.  
3 If documents can be redacted, then a redacted version for public viewing, omitting  
4 only the confidential, privileged, or otherwise protectable portions of the document,  
5 shall be filed. Any application that seeks to file documents under seal in their  
6 entirety should include an explanation of why redaction is not feasible.

7 **2. DEFINITIONS**

8 2.1 Action: The above-styled and numbered civil case.

9 2.2 Challenging Party: a Party or Non-Party that challenges the  
10 designation of information or items under this Order.

11 2.3 PROTECTED MATERIAL(S): information contained or disclosed in  
12 any materials, including documents, portions of documents, answers to  
13 interrogatories, responses to requests for admissions, trial testimony, deposition  
14 testimony, and transcripts of trial testimony and depositions, including data,  
15 summaries, and compilations derived therefrom, that is designated by a producing  
16 party as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

17 2.4 “CONFIDENTIAL” Information or Items: information (regardless of  
18 how it is generated, stored or maintained) or tangible things that qualify for  
19 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
20 the Good Cause Statement.

21 2.5 “ATTORNEYS’ EYES ONLY” Information or Items: information  
22 (regardless of how it is generated, stored or maintained) or tangible things that are  
23 considered to be most sensitive by the producing party, including but not limited to  
24 trade secret or other confidential research, development, financial or other  
25 commercial information, and should not be shared with the other party but may be  
26 shared with the other party’s counsel as defined in Paragraph 2.6.

27 2.6 Counsel: All outside counsel of record in this Action, and including  
28 any such attorneys, paralegals, secretaries, contract paralegals, contract attorneys,

1 contract secretaries, and other support staff employed in or retained by the law firms  
2 identified below:

- 3 • Rose Walker, LLP
- 4 • Shaw, Kopeke & Satter, LLP
- 5 • Norton Rose Fulbright US LLP

6 Counsel as defined herein shall specifically exclude (and therefore preclude  
7 from access to PROTECTED MATERIALS designated under this Protective Order)  
8 any person who is involved in, or materially assists others who are involved in  
9 prosecuting patents in the technology area of any technical trade secret disclosed in  
10 this matter (e.g., concerning or relating to sequencers and related components) for or  
11 on behalf of plaintiff Teledyne Risi, Inc. d/b/a Teledyne Electronic Safety Products  
12 (“Teledyne”) or for or on behalf of defendant Martin-Baker Aircraft Company Ltd  
13 (“Martin-Baker”).

14 Any counsel who receives PROTECTED MATERIALS must read this Order  
15 in advance of disclosure, and must personally agree in writing (according to the  
16 form attached at Attachment A) to be bound by its terms.

17 All counsel of the receiving party who have access to PROTECTED  
18 MATERIALS must take reasonable precautions to prevent the disclosure of such  
19 information to other individuals resident in the law firms of counsel of the receiving  
20 party who do not qualify as counsel under this Paragraph. Such reasonable  
21 precautions include, but are not necessarily limited to, the implementation of an  
22 "ethical wall" designed to prevent the disclosure of PROTECTED MATERIALS to  
23 those who do not qualify as counsel.

24 2.7 Designating Party: a Party or Non-Party that designates information or  
25 items that it produces in disclosures or in responses to discovery as  
26 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

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1           2.8 Disclosure or Discovery Material: all items or information, regardless  
2 of the medium or manner in which it is generated, stored, or maintained (including,  
3 among other things, testimony, transcripts, and tangible things), that are produced or  
4 generated in disclosures or responses to discovery in this matter.

5           2.9 Expert: a person with specialized knowledge or experience in a matter  
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
7 an expert witness or as a consultant in this Action.

8           2.10 House Counsel: attorneys who are employees of a party to this Action.  
9 House Counsel does not include Outside Counsel of Record or any other outside  
10 counsel.

11           2.11 Non-Party: any natural person, partnership, corporation, association or  
12 other legal entity not named as a Party to this action.

13           2.12 Outside Counsel of Record: attorneys who are not employees of a  
14 party to this Action but are retained to represent or advise a party to this Action and  
15 have appeared in this Action on behalf of that party or are affiliated with a law firm  
16 that has appeared on behalf of that party, and includes support staff.

17           2.13 Party: any party to this Action, including all of its officers, directors,  
18 employees, consultants, retained experts, and Outside Counsel of Record (and their  
19 support staffs).

20           2.14 Producing Party: a Party or Non-Party that produces Disclosure or  
21 Discovery Material in this Action.

22           2.15 Professional Vendors: persons or entities that provide litigation  
23 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
24 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
25 and their employees and subcontractors.

26           2.16 Receiving Party: a Party that receives Disclosure or Discovery  
27 Material from a Producing Party.

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1     3.     SCOPE

2             The protections conferred by this Stipulation and Order cover not only  
3     Protected Material (as defined above), but also (1) any information copied or  
4     extracted from Protected Material; (2) all copies, excerpts, summaries, or  
5     compilations of Protected Material; and (3) any testimony, conversations, or  
6     presentations by Parties or their Counsel that might reveal Protected Material.

7             Any use of Protected Material at trial shall be governed by the orders of the  
8     trial judge. This Order does not govern the use of Protected Material at trial.

9             Notwithstanding anything in this Order, all parties and all persons signing a  
10    certification agreeing to be bound by this Order shall comply with all U.S. export  
11    compliance restrictions, including but not limited to the International Traffic in  
12    Arms Regulations (“ITAR”), 22 C.F.R §§ 120-130. The parties shall not permit any  
13    person to review any document produced in this case unless the person has first  
14    signed the attached certification.

15    4.     DURATION

16            Once a case proceeds to trial, information that was designated as  
17    CONFIDENTIAL or maintained pursuant to this protective order used or introduced  
18    as an exhibit at trial becomes public and will be presumptively available to all  
19    members of the public, including the press, unless compelling reasons supported by  
20    specific factual findings to proceed otherwise are made to the trial judge in advance  
21    of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause”  
22    showing for sealing documents produced in discovery from “compelling reasons”  
23    standard when merits-related documents are part of court record). Accordingly, the  
24    terms of this protective order do not extend beyond the commencement of the trial.

25    5.     DESIGNATING PROTECTED MATERIAL

26            5.1   Exercise of Restraint and Care in Designating Material for Protection.  
27    Each Party or Non-Party that designates information or items for protection under  
28    this Order must take care to limit any such designation to specific material that

1 qualifies under the appropriate standards. The Designating Party must designate for  
2 protection only those parts of material, documents, items or oral or written  
3 communications that qualify so that other portions of the material, documents, items  
4 or communications for which protection is not warranted are not swept unjustifiably  
5 within the ambit of this Order.

6 Mass, indiscriminate or routinized designations are prohibited. Designations  
7 that are shown to be clearly unjustified or that have been made for an improper  
8 purpose (e.g., to unnecessarily encumber the case development process or to impose  
9 unnecessary expenses and burdens on other parties) may expose the Designating  
10 Party to sanctions.

11 If it comes to a Designating Party's attention that information or items that it  
12 designated for protection do not qualify for protection, that Designating Party must  
13 promptly notify all other Parties that it is withdrawing the inapplicable designation.

14 5.2 Manner and Timing of Designations. Except as otherwise provided in  
15 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
16 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
17 under this Order must be clearly so designated before the material is disclosed or  
18 produced.

19 Designation in conformity with this Order requires:

20 (a) for information in documentary form (e.g., paper or electronic  
21 documents, but excluding transcripts of depositions or other pretrial or trial  
22 proceedings), that the Producing Party affix at a minimum, the legend  
23 "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" (hereinafter "PROTECTED  
24 MATERIAL legend"), to each page that contains protected material. If only a  
25 portion of the material on a page qualifies for protection, the Producing Party also  
26 must clearly identify the protected portion(s) (e.g., by making appropriate markings  
27 in the margins).



1           A Party or Non-Party that makes original documents available for inspection  
2 need not designate them for protection until after the inspecting Party has indicated  
3 which documents it would like copied and produced. During the inspection and  
4 before the designation, all of the material made available for inspection shall be  
5 deemed “ATTORNEYS’ EYES ONLY” After the inspecting Party has identified  
6 the documents it wants copied and produced, the Producing Party must determine  
7 which documents, or portions thereof, qualify for protection under this Order. Then,  
8 before producing the specified documents, the Producing Party must affix the  
9 appropriate PROTECTED MATERIAL legend to each page that contains Protected  
10 Material. If only a portion of the material on a page qualifies for protection, the  
11 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
12 appropriate markings in the margins).

13           (b) Whenever a deposition taken on behalf of any person or entity that  
14 involves a disclosure of PROTECTED MATERIAL of any Designating Party:

15           (1) said deposition or portions thereof shall be designated as  
16 containing PROTECTED MATERIAL subject to the provisions of this  
17 Order; such designation shall be made on the record whenever possible,  
18 but a party may designate portions of depositions as containing  
19 PROTECTED MATERIAL after transcription of the proceedings; a  
20 party shall have until fifteen (15) days after receipt of the deposition  
21 transcript to inform the other party or parties to the action of the  
22 portions of the transcript designated “CONFIDENTIAL” or  
23 “ATTORNEYS’ EYES ONLY”;

24           (2) the disclosing party shall have the right to exclude from  
25 attendance at said deposition, during such time as the PROTECTED  
26 MATERIAL is to be disclosed, any person other than the deponent,  
27 counsel (including their staff and associates), and the court reporter;  
28 and

1 (3) the originals of said deposition transcripts and all copies thereof  
2 shall bear the legend "CONFIDENTIAL" or "ATTORNEYS' EYES  
3 ONLY," as appropriate, and the original or any copy ultimately  
4 presented to a court for filing shall not be filed unless it can be  
5 accomplished under seal, identified as being subject to this Order, and  
6 protected from being opened except by order of this Court.

7 (c) for information produced in some form other than documentary and  
8 for any other tangible items, that the Producing Party affix in a prominent place on  
9 the exterior of the container or containers in which the information is stored the  
10 legend "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY." If only a portion or  
11 portions of the information warrants protection, the Producing Party, to the extent  
12 practicable, shall identify the protected portion(s).

13  
14 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure  
15 to designate qualified information or items does not, standing alone, waive the  
16 Designating Party's right to secure protection under this Order for such material.  
17 Upon timely correction of a designation, the Receiving Party must make reasonable  
18 efforts to assure that the material is treated in accordance with the provisions of this  
19 Order.

20 Inadvertent production or disclosure of documents or information subject to  
21 the attorney-client privilege, work product doctrine or any other applicable privilege  
22 or protection from disclosure shall not constitute a waiver of, nor a prejudice to, any  
23 claim that such or related material is privileged or protected by the work product  
24 doctrine or any other applicable privilege or protection from disclosure. Such  
25 inadvertently produced documents or information, including all copies thereof, shall  
26 be returned to the producing party immediately upon request, and any and all  
27 electronic copies destroyed. No use shall be made of such documents or information  
28 including but not limited to during deposition, or at trial, nor shall such documents

1 or information be shown to anyone who has not already been given access to them  
2 subsequent to the request that they be returned; provided, however, that the  
3 receiving party may move the Court for an Order compelling production of such  
4 information, but the motion shall not assert as a ground for production the fact of the  
5 inadvertent production or the contents thereof.

6 Upon inadvertent production of a privileged document, the party requesting  
7 the document be returned and destroyed, as provided for above, shall provide a  
8 privilege log to the other party listing the document and applicable information  
9 concerning the document including at a minimum the recipient, sender, author and  
10 brief description of the basis for the privilege. This privilege log shall provide a  
11 sufficient description of each document and/or information withheld and shall state  
12 the basis for withholding the document and/or information. The party receiving the  
13 request for return and destruction of the privileged document shall not wait for the  
14 privilege log before returning and destroying the privileged document requested.

15 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

16 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
17 designation of confidentiality or attorneys' eyes only at any time that is consistent  
18 with the Court's Scheduling Order.

19 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
20 resolution process under Local Rule 37.1 et seq.

21 6.3 The burden of persuasion in any such challenge proceeding shall be on  
22 the Designating Party. Frivolous challenges, and those made for an improper  
23 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
24 parties) may expose the Challenging Party to sanctions. Unless the Designating  
25 Party has waived or withdrawn the confidentiality or attorneys' eyes only  
26 designation, all parties shall continue to afford the material in question the level of  
27 protection to which it is entitled under the Producing Party's designation until the  
28 Court rules on the challenge.

1     7.     ACCESS TO AND USE OF PROTECTED MATERIAL

2             7.1     Basic Principles. A Receiving Party may use Protected Material that is  
3 disclosed or produced by another Party or by a Non-Party in connection with this  
4 Action only for prosecuting, defending or attempting to settle this Action. Such  
5 Protected Material may be disclosed only to the categories of persons and under the  
6 conditions described in this Order. When the Action has been terminated, a  
7 Receiving Party must comply with the provisions of section 15 below (FINAL  
8 DISPOSITION).

9             Protected Material must be stored and maintained by a Receiving Party at a  
10 location and in a secure manner that ensures that access is limited to the persons  
11 authorized under this Order.

12             7.2     Disclosure of “ATTORNEYS’ EYES ONLY” Information or Items.  
13 Unless otherwise ordered by the court or permitted in writing by the Designating  
14 Party, a Receiving Party may disclose any information or item designated  
15 “ATTORNEYS’ EYES ONLY” only to:

- 16             a.     counsel (as defined in Paragraph 2.6) of the receiving party;
- 17             b.     independent experts who meet the conditions set forth in this  
18                     Paragraph. The right of any independent expert to receive any  
19                     PROTECTED MATERIAL shall be subject to the advance approval of  
20                     such expert by the producing party or by permission of the Court.  
21                     However, a proposed independent expert shall be precluded from  
22                     receiving PROTECTED MATERIAL designated under this Protective  
23                     Order if such proposed independent expert is otherwise involved in, or  
24                     materially assists others who are involved in the technology area of any  
25                     technical trade secret disclosed in this matter (e.g., concerning or  
26                     relating to sequencers and related components) for or on behalf of  
27                     Teledyne, or for or on behalf of Martin-Baker during the term of this  
28                     litigation. The party seeking approval of an independent expert shall

1 provide the producing party with the name and curriculum vitae of the  
2 proposed independent expert, and an executed copy of the form  
3 attached hereto as Attachment A, in advance of providing any  
4 PROTECTED MATERIAL of the producing party to the expert. Any  
5 objection by the producing party to an independent expert receiving  
6 PROTECTED MATERIAL must be made in writing within fourteen  
7 (14) days following receipt of the identification of the proposed expert.  
8 PROTECTED MATERIAL may be disclosed to an independent expert  
9 if the fourteen (14) day period has passed and no objection has been  
10 made. The approval of independent experts shall not be unreasonably  
11 withheld;

12 (c) the court and its personnel whose function requires them to have  
13 access to PROTECTED MATERIAL;

14 (d) court reporters and their staff;

15 (e) Professional Vendors, who are not employees of a party, to whom  
16 disclosure is reasonably necessary for this Action, and who have signed the  
17 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

18 (f) the author or recipient of a document containing the information; and

19 (g) any mediator or settlement officer, and their supporting personnel,  
20 mutually agreed upon by any of the parties engaged in settlement discussions who  
21 has signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A).

22 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
23 otherwise ordered by the court or permitted in writing by the Designating Party, a  
24 Receiving Party may disclose any information or item designated  
25 "CONFIDENTIAL" only to counsel and experts qualified to view "ATTORNEYS'  
26 EYES ONLY" materials as specified herein and by the additional individuals listed  
27 below, provided each such individual has read this Order in advance of disclosure,  
28

1 and has agreed in writing (according to the form attached as Attachment A) to be  
2 bound by its terms:

3 (a) executives of the parties who are required to participate in  
4 management and policy decisions with reference to the Action; and

5 (b) personnel of the parties with whom counsel for the parties find it  
6 necessary to consult, in the discretion of counsel, in preparation for trial of this  
7 action; and

8 (c) stenographic and clerical employees associated with the individuals  
9 identified above.

10 8. OBJECTIONS TO PROTECTED MATERIAL DESIGNATIONS. At  
11 any stage of these proceedings, any party may object to a designation of the  
12 materials as PROTECTED MATERIAL. The party objecting to confidentiality shall  
13 notify, in writing, counsel for the designating party of the objected-to materials and  
14 the grounds for the objection. If the dispute is not resolved consensually between the  
15 parties within seven (7) business days of receipt of such a notice of objections, the  
16 objecting party may move the Court for a ruling on the objection. The materials at  
17 issue shall be treated as PROTECTED MATERIAL, as designated by the  
18 designating party, until the Court has ruled on the objection or the matter has been  
19 otherwise resolved. A party shall not be obligated to challenge the propriety of a  
20 "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" designation at the time  
21 made, and a failure to do so shall not preclude a subsequent challenge thereto.

22 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
23 IN OTHER LITIGATION

24 If a Party is served with a subpoena or a court order issued in other litigation  
25 that compels disclosure of any information or items designated in this Action as  
26 "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY," that Party must:

27 (a) promptly notify in writing the Designating Party. Such notification  
28 shall include a copy of the subpoena or court order;

1 (b) promptly notify in writing the party who caused the subpoena or order  
2 to issue in the other litigation that some or all of the material covered by the  
3 subpoena or order is subject to this Protective Order. Such notification shall include  
4 a copy of this Stipulated Protective Order; and

5 (c) cooperate with respect to all reasonable procedures sought to be  
6 pursued by the Designating Party whose Protected Material may be affected.

7 If the Designating Party timely seeks a protective order, the Party served with  
8 the subpoena or court order shall not produce any information designated in this  
9 action as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” before a  
10 determination by the court from which the subpoena or order issued, unless the  
11 Party has obtained the Designating Party’s permission. The Designating Party shall  
12 bear the burden and expense of seeking protection in that court of its confidential  
13 material and nothing in these provisions should be construed as authorizing or  
14 encouraging a Receiving Party in this Action to disobey a lawful directive from  
15 another court.

16 10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
17 PRODUCED IN THIS LITIGATION

18 (a) The terms of this Order are applicable to information produced by a  
19 Non-Party in this Action and designated as “CONFIDENTIAL” or “ATTORNEYS’  
20 EYES ONLY.” Such information produced by Non-Parties in connection with this  
21 litigation is protected by the remedies and relief provided by this Order. Nothing in  
22 these provisions should be construed as prohibiting a Non-Party from seeking  
23 additional protections.

24 (b) In the event that a Party is required, by a valid discovery request, to  
25 produce a Non-Party’s confidential information in its possession, and the Party is  
26 subject to an agreement with the Non-Party not to produce the Non-Party’s  
27 confidential information, then the Party shall:  
28



1 (1) promptly notify in writing the Requesting Party and the Non-Party  
2 that some or all of the information requested is subject to a confidentiality  
3 agreement with a Non-Party;

4 (2) promptly provide the Non-Party with a copy of the Stipulated  
5 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
6 specific description of the information requested; and

7 (3) make the information requested available for inspection by the  
8 Non-Party, if requested.

9 (c) If the Non-Party fails to seek a protective order from this court within  
10 14 days of receiving the notice and accompanying information, the Receiving Party  
11 may produce the Non-Party's confidential information responsive to the discovery  
12 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
13 not produce any information in its possession or control that is subject to the  
14 confidentiality agreement with the Non-Party before a determination by the court.  
15 Absent a court order to the contrary, the Non-Party shall bear the burden and  
16 expense of seeking protection in this court of its Protected Material.

17 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

18 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
19 Protected Material to any person or in any circumstance not authorized under this  
20 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
21 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
22 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
23 persons to whom unauthorized disclosures were made of all the terms of this Order,  
24 and (d) request such person or persons to execute the "Acknowledgment and  
25 Agreement to Be Bound" that is attached hereto as Exhibit A.

26 12. MISCELLANEOUS

27 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
28 person to seek its modification by the Court in the future.



1           12.2 Right to Assert Other Objections. By stipulating to the entry of this  
2 Protective Order, no Party waives any right it otherwise would have to object to  
3 disclosing or producing any information or item on any ground not addressed in this  
4 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
5 ground to use in evidence of any of the material covered by this Protective Order.

6           12.3 Filing Protected Material. A Party that seeks to file under seal any  
7 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
8 may only be filed under seal pursuant to a court order authorizing the sealing of the  
9 specific Protected Material at issue. If a Party's request to file Protected Material  
10 under seal is denied by the court, then the Receiving Party may file the information  
11 in the public record unless otherwise instructed by the court.

12           12.4 Nothing in this Order shall bar counsel from rendering advice to their  
13 clients with respect to this litigation and, in the course thereof, relying upon any  
14 information designated as PROTECTED MATERIAL, provided that the contents of  
15 the information shall only be disclosed as permitted by the terms of this Order.

16           12.5 Absent order of the Court, no party shall be required to disclose or  
17 produce information or documents identified as "Classified" by a U.S. Government  
18 Authority. To the extent documents and/or information are withheld on this basis,  
19 counsel shall provide opposing counsel with an appropriate privilege log of all  
20 documents and/or information withheld. This privilege log shall provide a sufficient  
21 description of each document and/or information withheld and shall state the basis  
22 for withholding the document and/or information.

23           12.6 Documents containing Technical Data subject to U.S. export laws and  
24 regulations including but not limited to ITAR shall be appropriately marked with the  
25 following restrictive legend:

26  
27           "This document (or software if applicable) contains data whose  
28 export/transfer/disclosure is restricted by U.S. law. Dissemination

1 to non-U.S. persons whether in the United States or abroad  
2 requires an export license or other authorization.”

3 No disclosure shall be made in violation of applicable U.S. export control laws.

4 14. FINAL DISPOSITION

5 After the final disposition of this Action, as defined in paragraph 4, within 60  
6 days of a written request by the Designating Party, each Receiving Party must return  
7 all Protected Material to the Producing Party or destroy such material. As used in  
8 this subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
9 summaries, and any other format reproducing or capturing any of the Protected  
10 Material. Whether the Protected Material is returned or destroyed, the Receiving  
11 Party must submit a written certification to the Producing Party (and, if not the same  
12 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
13 (by category, where appropriate) all the Protected Material that was returned or  
14 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
15 abstracts, compilations, summaries or any other format reproducing or capturing any  
16 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
17 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
18 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
19 reports, attorney work product, and consultant and expert work product, even if such  
20 materials contain Protected Material. Any such archival copies that contain or  
21 constitute Protected Material remain subject to this Protective Order as set forth in  
22 Section 4 (DURATION).

23 15. VIOLATION

24 Any violation of this Order may be punished by appropriate measures  
25 including, without limitation, injunction, contempt proceedings and/or monetary  
26 sanctions. However, no party shall be responsible to another party for disclosure of  
27 ///

1 PROTECTED INFORMATION under this Order if the information in question is  
2 not labeled or otherwise identified as such in accordance with this Order.

3  
4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

5 **DATED:** November 10, 2016

6  
7 **ROSE WALKER, LLP**

8 By: /s/ Martin E. Rose

9 **MARTIN E. ROSE**

10 *Attorneys for Plaintiff*

11 *Teledyne RISI, Inc. d/b/a*

12 *Teledyne Electronic Safety Products*

13 **NORTON ROSE FULBRIGHT US LLP**

14 By: /s/ Matthew H. Kirtland

15 **MATTHEW H. KIRTLAND**

16 *Attorneys for Defendant*

17 *Martin-Baker Aircraft Company Ltd.*

18 I hereby attest, pursuant to Local Rule 5-4.3.4(a)(2)(i), that all other  
19 signatories listed, and on whose behalf the filing is submitted, concur in the filing's  
20 content and have authorized the filing.

21 /s/ Martin E. Rose

22 **Martin E. Rose**

23 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

24 **DATED:** November 14, 2016

25 

26 GAIL J. STANDISH

27 UNITED STATES MAGISTRATE JUDGE

28

ATTACHMENT A

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

TELEDYNE RISI, INC. d/b/a  
TELEDYNE ELECTRONIC  
SAFETY  
PRODUCTS,

Plaintiff,

vs.

MARTIN-BAKER AIRCRAFT  
COMPANY LTD.,

Defendant.

Case No. 2:15-CV-07936-SJO-GJS

**AGREEMENT TO BE BOUND BY  
PROTECTIVE ORDER**

I, \_\_\_\_\_, declare and say that:

1. I am employed or retained as \_\_\_\_\_ by \_\_\_\_\_.

2. I have read the Protective Order entered in *Teledyne Risi, Inc. v. Martin-Baker Aircraft Company Ltd.*, Case No. 2:15-cv-07936-SJO-GJS, have received a copy of the Protective Order, and I agree to be bound by the Protective Order as applicable.

1           3. I understand that some documents produced in this case are subject to  
2 United States export laws and regulations including but not limited to the  
3 International Traffic in Arms Regulations (“ITAR”), 22 C.F.R. §§120-130. To the  
4 extent that I am required to review any export-restricted documents, I certify that I  
5 am a U.S. person or otherwise authorized under U.S. law to review such documents  
6 and will not disclose such documents in violation of applicable U.S. export control  
7 laws and regulations.

8           4. I promise that I will use any and all “CONFIDENTIAL” or  
9 “CONFIDENTIAL - ATTORNEYS' EYES ONLY” information, as defined in the  
10 Protective Order, given to me only in a manner authorized by the Protective Order,  
11 and only to assist counsel in the litigation of this matter.

12           5. I promise that I will not disclose or discuss such “CONFIDENTIAL” or  
13 “CONFIDENTIAL - ATTORNEYS' EYES ONLY” information with anyone other  
14 than the persons described in Paragraphs 5, 9 and 10 of the Protective Order.

15           6. I acknowledge that, by signing this agreement, I am subjecting myself to  
16 the jurisdiction of the United States District Court for the Central District of  
17 California with respect to enforcement of the Protective Order.

18           7. I understand that any disclosure or use of “CONFIDENTIAL” or  
19 “CONFIDENTIAL - ATTORNEYS' EYES ONLY” information in any manner  
20 contrary to the provisions of the Protective Order may subject me to sanctions,  
21 including but not limited to contempt of court.

22           I declare under penalty of perjury that the foregoing is true and correct.

23           DATE: \_\_\_\_\_

24  
25 \_\_\_\_\_  
26 Printed Name and Title

27 \_\_\_\_\_  
28 Signature